

BILL NO. S-73-~~69~~<sup>66-05</sup>

SPECIAL ORDINANCE NO. S- 122-73

AN ORDINANCE approving a certain bid document with MOBILE AERIAL TOWER for the purchase of one Brush Chipper for the Park Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 525 dated May 9, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Park Commissioners and MOBILE AERIAL TOWERS, for:

(1) Brush chipper with trade-in, 1973 Mitts  
& Merrill Model M-13 - with Ford 330 V-8  
engine

\$5192.00

Less: Trade In

710.00

TOTAL PRICE

\$4482.00

as more specifically set forth in said bid document ref no. 525 and Purchase Order No. 3-16378 which are on file in the office of the Department of Purchasing, and are by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Ringer  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,  
Kid R. Co.  
CITY CLERK



Bill No. S-73-11-05

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

Approving a certain bid document with MOBILE AERIAL TOWER

for the purchase of one Brush Chipper for the Park

Department.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

*Concurred in*  
MADE A MATTER OF RECORD

DATE 11-27-73 CHARLES W. WESTERMAN, CITY CLERK

DUPLICATE

memo from

# Purchasing Department



June 6, 1973

Board of Park Commissioners  
8th Flr., City-County Bldg.  
One Main St., Ft. Wayne, Ind. 46802

Attention: Dennis Noak                      Subject: Bid No. 525

Attached is a copy of the successful bidder.

Mobile Aerial Towers for Mitts & Merrill    (P.O. #3-16378)

One (1) Brush Chipper with trade-in    \$4,482.00

Tabulation sheet is attached.

# House Memorandum

DUPLICATE

To Mr. A.T. Demetroff, Department of Purchases Date 6/5/73

From Dennis Noak, Assistant Superintendent of Parks

DJN

Subject Brush Chipper Bids

## COPIES TO:

Mr. Haley  
Mr. Hettinger  
Mr. Mudrack

Please accept bid from Mobile Aerial Towers for Mitts and Merrill, M-13 brush chipper - \$4,482.00 as best bid received.

This bid includes electric brakes which are now required.

Listed below are the reason why other bids are not acceptable.

1. K & M Equipment - Chipmore - does not have separate blower unit as required.
2. Torco Equipment - Asplundh - (alternate bid) does not have required safety brake.
3. Deeds Equipment - Fitchbrug - does not have separate blower unit as required.
4. Stockberger Machinery - Wayne - need to add \$180.00 to bid for electric trailer brakes - bid becomes \$4,620.00.

House Memorandum

To Dennis Noak, Park Department Date May 25, 1973  
From A.T. Demetroff, Purchasing Department  
Subject Bid No. 525, One Brush Chipper

COPIES TO:

The following bids were received for the above  
Brush Chipper.

Please review and return as soon as possible.

## COMPUTATION OF BIDS

Page 2

BID REF. 525

One (1) Brush  
ChipperCLOSING DATE 5/24/73  
Park Department

Riley Lawn &amp; Golf

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
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 LESS TRADE \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
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 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

Vermeer of Indiana

No Bid

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

Chemi-Trol Chemical

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

Mobile Aerial Towers

Bid Bond OK  
 Non-Call. aff. OK

TOTAL \$ 5,192.00  
 LESS TAX \_\_\_\_\_  
 LESS TRADE 710.00  
 LESS DISC \_\_\_\_\_  
 TOTAL 4482.00  
 (5)

less \$5.00 for 6 cylind.  
 TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_  
 (4)

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TORCO Egpt. Co.

Non-Call. aff. - OK

Bid Bond - OK

228.76 Certified ch.

K &amp; M Egpt. Sales

NON CALL. Bnd - OK

Bid Bond - OK

TOTAL \$ 5080.00  
 LESS TAX \_\_\_\_\_  
 LESS TRADE 550.00  
 LESS DISC \_\_\_\_\_  
 TOTAL 4575.28

alternate -  
 TOTAL \$ 4580.00  
 LESS TAX \_\_\_\_\_  
 LESS TRADE 550.00  
 LESS DISC \_\_\_\_\_  
 TOTAL 4075.28  
 (2)

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TM120C3  
 TOTAL \$ 4400.00  
 LESS TAX \_\_\_\_\_  
 LESS TRADE 500.00  
 LESS DISC 22.00  
 TOTAL 3878.00

TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
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 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
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TOTAL \$ \_\_\_\_\_  
 LESS TAX \_\_\_\_\_  
 LESS TRADE \_\_\_\_\_  
 LESS DISC \_\_\_\_\_  
 TOTAL \_\_\_\_\_

DUPLICATE

## COMPUTATION OF BIDS

BID REF. 525

One (1) Brush  
Chipper

Page 1

CLOSING DATE 5/24/73  
Park Department

Stockberger Machinery

Bid Bond OK  
Non-Coll. off. OKTOTAL \$ 5,140.00  
LESS TAX \_\_\_\_\_  
LESS TRADE 800.00  
LESS DISC \_\_\_\_\_  
TOTAL 4,440.00TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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LESS TRADE \_\_\_\_\_  
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TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_

Piqua Engineering Inc.

TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_

VA Undermolen Engineering

No Bid

TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_

Mitts &amp; Merrill

TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_✓ Deeds Eght.  
M-B Company  
Non-Coll off. OK  
Bid Bond OKTOTAL \$ 4,948.00  
LESS TAX \_\_\_\_\_  
LESS TRADE 760.00  
LESS DISC \_\_\_\_\_  
TOTAL 4,188.00  
(3)TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_

KPS Manufacturing Inc.

TOTAL \$ \_\_\_\_\_  
LESS TAX \_\_\_\_\_  
LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_TOTAL \$ \_\_\_\_\_  
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LESS TRADE \_\_\_\_\_  
LESS DISC \_\_\_\_\_  
TOTAL \_\_\_\_\_



# DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

(Telephone 423-7037)

Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

### REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners  
or Division 8th Flr., City-County Bldg.

Address One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday, May 24, 1973 at 10:00 A.M.  
Time of Bids

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Qty	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		Brush Chipper with trade-in, per specifications enclosed.		
		<u>1973 Mitts &amp; Merrill Model M-13</u> - with Ford 330 V-8 engine	\$5192.--	
		Less: Trade-In	\$ 710.--	
		TOTAL PRICE	\$4482.--	
		*Trade-in may be inspected at Lawton Park from 1:00 to 4:00 p.m. Contact Mr. Richard Hettinger 423-7346.		

Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES  
See instruction item No. 18 on reverse side hereof. Net 30 days  
cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

### PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 49 days from receipt of order.

### IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

MIDWEST HI-RANGER

May 23, 1973

For Tim Miller Name of Company

Tim Miller Title Sales Manager

Address 2314 Bowser Avenue

City Fort Wayne Indiana

DUPLICATE

Page 1 of 8

Ref. No. 525

Date May 9, 1973

Date wanted

Show Best Delivery

Fund 885-7-722

Appropriation No.

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infractions and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is not forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discount.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1951, chapter 203, section 10, being Burns Indiana Statute 40-2816-1984 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
  - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelopes if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted and Countersink Book of Purchasing, etc. Date 10-19-43

Bidder-Countersink Book of Purchasing, etc. Date 10-19-43

Minimum specifications for one (1) new 1973 Brush Chipper, including all equipment as standard in the manufacturer's literature describing the vehicle, unless superseded by special equipment specified herein.

(1) 1973 MITTS & MERRILL MODEL M-13 -

including electric wheel brakes

Base Price \$4,445--

Warranty - 1 year - machine and parts

Freight \$ 50--

1. Year: 1973 \$ YES
2. Cylinder: Twelve (12) inches in length, four  
(4) tool steel twelve (12) inch long  
knives, and additional set of four (4)  
knives to be furnished. (Nine Knives) \$ 72--
3. Blower: Required \$ STD
4. Outlet Chute: To have bonnet for discharge in  
any direction. \$ STD
5. Flywheel: Statically and dynamically balanced.  
Flywheel NOT required \$ STD (cylinder)
6. Engine: 260 or more cubic inches (Ford 330) \$ STD V-8
7. Battery: 53 amps - hour, min., 12 volts \$ STD
8. Gauges: Hour meter, fuel, oil pressure required. \$ 103--
9. Oil Filter: Required. \$ STD
10. Hand Clutch and Safety Brakes: Required. \$ 445--  
(Hydraulic Safety Brake)
11. Style: Trailer mounted frame of all welded steel  
construction; adjustable drawbar, drop  
stand with steady rest, castering rest  
wheel with rubber tires, fenders.  
(Castering Rest - Rubber Tire - Add \$80.00) \$ STD
12. Tires: 7:00 x 15, 8-ply. \$ STD
13. Lights: Tail, stop and directional and license  
plate holder. \$ 67.00
14. Safety Chains: Required. \$ STD
15. Tool Box: Required with knife changing tools,  
knife gauge and sharpening stone. \$ STD
16. Service Manual: Two Required. \$ STD

Trade In: One (1), 1965 Wayne Chipper. Trade-in  
may be inspected from 1:00 to 4:00 p.m.  
at Lawton Park. Contact Mr. Richard  
Hettinger, 423-7346.

TOTAL \$ 5192.--

Less Tax \$ NONE

Less Trade \$ 710.--

Less Discount \$ NONE

NET TOTAL \$ 4482.--

NOTE: Deduct \$85.00 if you would rather have a Ford 300 6 cylinder -  
Model M-11.

## SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed  
By the Bidder

1. Year: 1973 Mitts & Merrill Model M-13
2. Cylinder: All Steel Supported by a Heavy-Duty Flange Mounted Ball Bearing Assembly.
3. Blower: Built into cylinder
4. Outlet Chute: Telescopic with adjustable bonnet
5. Flywheel: Not required - built into cylinder
6. Engine: Ford 330 V-8
7. Battery: As specified
8. Gauges: As specified
9. Oil Filter: YES
10. Hand Clutch & Safety Brakes: Hand clutch - yes. Hydraulic safety brake will stop rotor running at 3000 RPM in 1½ seconds
11. Style: -----
12. Tires: Two (2) 15" 8-ply rated commercial
13. Lights: As specified
14. Safety Chains: Yes
15. Tool Box: Yes
16. Service Manual: Yes - 2

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

\_\_\_\_\_ Allen \_\_\_\_\_ COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

-----  
*Tim Miller*  
-----  
Tim Miller Bidder or Agent Sales Manager

For MIDWEST HI-RANGER  
-----  
Firm or Corporation

Subscribed and sworn to before me this 23 day of May, 1973

My Commission Expires

Feb. 20, 1975

*Michael L. Liveness*  
-----

REQUEST FOR PUBLICATION

News Sentinel	X
Journal Gazette	X
Other	

DATE May 9, 1973

Kindly publish the following advertisement on the dates as shown and issue invoice to \*

\* Department Board of Park Commissioners  
8th Flr., City-County Bldg.  
Address One Main St., Ft. Wayne, Ind. 46802

Department of Purchases  
City of Fort Wayne

By A.T. Demetroff

BIDS WANTED - REFERENCE NO. 525

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until 10:00 A.M., Thursday, May 24, 1973

for the following items:

One (1) Brush Chipper

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By A.T. Demetroff  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

May 14, 1973

May 21, 1973

LEGAL NOTICE X

# PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Four Thousand Nine Hundred Fifty Six

and no/100 Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

## BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. .... in the sum of ..... Dollars

on ..... Bank of ..... is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL  
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER  
AND  
PRINCIPAL

Midwest Hi Rangers, Division  
of Mobile Aerial Towers, Inc.

Name of Bidding Firm or Type  
By Donald E. Smith  
Signature of Person Authorized to Sign

Title President

2314 Bowser Avenue

Street Name and Number

Fort Wayne, Indiana 46803

City, State and Zip Code

Date May 24, 1973

Witnessed by:

SURETY

Reliance Insurance Company  
Name of Company — Print or Type

Incorporated Pennsylvania

In the State of Pennsylvania

4 Penn Center Plaza

Address Philadelphia, Pennsylvania

By Louis H. Andrews

Sign on this Line  
Louis H. Andrews, Attorney-in-Fact

Date May 24, 1973



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bernard M. Niezer, Gerald C. Kramer, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske and Louis H. Andrews, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, under which provisions are now in full force and effect, reading as follows:

## ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 14th day of December, 1971

RELIANCE INSURANCE COMPANY

STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 14th day of December, 1971, personally appeared J. H. McDermott

\_\_\_\_\_, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

January 26, 1974

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 24th day of May, 1973

DUPLICATE

Admn. Appr. ✓

DIGEST SHEET

TITLE OF ORDINANCE

S-93-11-05

DEPARTMENT REQUESTING ORDINANCE Park Department

SYNOPSIS OF ORDINANCE An ordinance approving a certain bid document

with Mobile Aerial Towers for furnishing one brush chipper.

This bid was the lowest and best of those received meeting

specifications.

EFFECT OF PASSAGE To continue efficient operation of Street Tree Trim

Crew with minimum downtime. Old chipper is 1965 model and is

becoming costly to operate.

EFFECT OF NON-PASSAGE A chipper minimizes costs in a tree trimming

and removal operation and without one there is inefficiency and

increased costs. To prolong life of old one requires large expenditures of  
money for repairs, labor and loss of productivity during downtime.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

ASSIGNED TO COMMITTEE (J.N.)

FW

Wly